

ESTTA Tracking number: **ESTTA752715**

Filing date: **06/15/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91225056
Party	Defendant Instructure, Inc.
Correspondence Address	THOMAS M HADID COOLEY LLP 3175 HANOVER STREET PALO ALTO, CA 94306-2155 UNITED STATES thadid@cooley.com, tbontemps@cooley.com, scorallo@cooley.com, trade- marks@cooley.com, peckah@cooley.com
Submission	Other Motions/Papers
Filer's Name	Sheri Corallo
Filer's e-mail	trademarks@cooley.com, scorallo@cooley.com
Signature	/Sheri Corallo/
Date	06/15/2016
Attachments	91225056 Amendment with Consent.pdf(320375 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

Canvas X Software, Inc.	Opposition No.: 91225056
Opposer,	Mark: CANVAS
v.	Serial No.: 85/632,326
Instructure, Inc.	
Applicant.	

**AMENDMENT OF APPLICATION WITH CONSENT AND
CONDITIONAL AGREEMENT TO WITHDRAWAL OF OPPOSITION**

Pursuant to 37 C.F.R. § 2.133 and T.B.M.P. § 514.02, Applicant, Instructure, Inc. hereby amends the services in International Class 42 of application Serial No. 85/632,326 by adding the wording which appears in underlined text below: "Application service provider (ASP) featuring software to enable uploading, posting, showing, displaying, tagging, blogging, sharing or otherwise providing electronic media or information over the Internet or other communications network, all excluding technical graphics or imaging, and technical graphic or imaging software and pertinent support services in the fields of science, engineering, aviation, petrochemical, and geographical information systems."

As reflected by the signature of Opposer's counsel below, Opposer consents to this amendment.

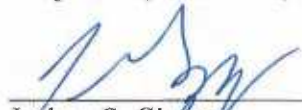
Applicant submits that the foregoing amendment does not add goods to, or broaden the scope of the goods listed in, the application, but instead narrows them. As such, neither republication of the mark nor further examination of the mark is required as a result of this

amendment. Accordingly, Applicant respectfully requests that the Board approve the amendment without republication of the mark.

As reflected by the signature of Opposer's counsel below, Opposer hereby withdraws its opposition to the subject application, conditioned, however, on the acceptance and entry of the foregoing amendment or an amendment with substantially similar wording which is required by and acceptable to the Board. As reflected by the signature of Applicant's counsel below, this conditional withdrawal is submitted with the consent of Applicant pursuant to 37 C.F.R. § 2.106(c).

WHEREFORE, Applicant and Opposer move that the subject application be amended as stated herein and that the opposition be dismissed.

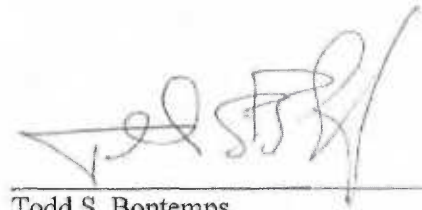
Respectfully submitted,



Joshua G. Gigger
Stoel Rives LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, UT 84111
United States
Phone: (801) 328-3131
Email: Tm-Slc@Stoel.Com

Attorney for Opposer,
Canvas X Software, Inc.

Date: 6/15/16



Todd S. Bontemps
Cooley LLP
3175 Hanover Street
Palo Alto, CA 94306-2155
United States
Phone: (650) 843-5490
Fax: (650) 849-7400
Email: tbontemps@cooley.com

Attorney for Applicant,
Instructure, Inc.

Date: 6.15.2016

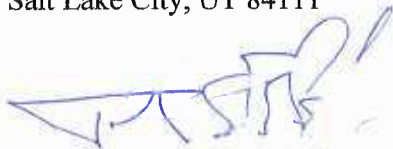
CERTIFICATE OF TRANSMITTAL AND SERVICE

I hereby certify that this Instructure, Inc.'s Amendment Of Application With Consent And Conditional Agreement To Withdrawal Of Opposition is being electronically transmitted in PDF format to the Trademark Trial and Appeal Board through the Electronic System for Trademark Trials and Appeals (ESTTA) on the date indicated below.

I hereby further certify that on the date indicated below, a true and correct copy of this Instructure, Inc.'s Amendment Of Application With Consent And Conditional Agreement To Withdrawal Of Opposition was placed in the United States Mail via First Class Mail, addressed to counsel for petitioner as follows:

Joshua G. Gigger
Stoel Rives LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, UT 84111

Date: 6.15.2016



Todd S. Bontemps